

General Terms of Business

A. Scope of application

Lausitz Elaste GmbH develops and produces elastomer products for various applications for which it provides advice and support and offers global sourcing. Our product range includes profiles, moulded articles, rubber-metal compounds, rubber-plastic compounds, and frames with injected or preformed angles.

1. The following General Terms of Business apply for contracts between Lausitz Elaste GmbH, Friedensstr. 115A, 02929 Rothenburg/Oberlausitz ('Lausitz Elaste') and their customers ('Customers').
2. Lausitz Elaste will not accept any of the Customer's general terms of business that deviate from, supplement, or oppose these GTB.
3. Lausitz Elaste may subsequently amend these GTB under objectively justifiable circumstances. Such circumstances include without limitation a change in the law, a change in rulings from the higher courts, and market conditions. Lausitz Elaste shall announce any such changes and notify the Customer of them early on. If the Customer does not object to the altered form within two weeks after it is announced, their lack of response will be deemed acceptance.

B. Contract formation

1. The contract will be formed when Lausitz Elaste confirms the order in writing or, at the latest, when the ordered goods are delivered.
2. The place of performance is the business premises of Lausitz Elaste in Rothenburg.
3. Agreements with employees of Lausitz Elaste require written confirmation unless the employees are entitled to contractual or statutory power of representation.
4. Amendments made after the contract has been formed require written confirmation by Lausitz Elaste.

C. Scope of services

1. The scope of services is based on the agreed contract.
2. If the delivery deviates from the order in terms of physical or chemical quantities, colours, or order quantities to a customary or technically unavoidable extent of 10% or less, the performance will be deemed rendered in accordance with the contract.
3. For call-off contracts, Lausitz Elaste may procure the material needed for the order and manufacture the entire order quantity immediately. Change requests made by the Customer after the material has been procured and processed will not be considered.

D. Delivery; Delivery period

1. The Customer shall bear the transport risk. They shall bear the transport risk even if the transport is carried out by employees of Lausitz Elaste. The delivery risk will be transferred on handover to the transport company or to employees who are authorised for transport.
2. Lausitz Elaste may suspend delivery temporarily in the event of force majeure or unforeseeable impediments to performance, such as fire, floods, and a shortage of energy or raw materials.
3. Lausitz Elaste may deviate from the specified delivery date unless it caused the delay intentionally or with gross negligence.
4. Lausitz Elaste may discontinue delivery and refuse to perform current contracts if a motion is made to initiate insolvency proceedings, a statutory declaration in lieu of an oath is made pursuant to § 807 of the German Civil Code (*Zivilprozessordnung, ZPO*), or the Customer experiences payment difficulties. The Customer can prevent this from happening by providing consideration or adequate security.

E. Prices and payment terms

1. All prices are in euros. They include VAT but do not include packaging or shipping costs.
2. If disposable packaging consisting of paper, jute, foil, or wood is used, there will be no charge. The Customer will be invoiced at cost for other packaging, including but not limited to special packaging such as wooden drums, steel drums, or iron cores. If a carriage-free return shipment is made of conveyor belt drums or cores, the Customer will be credited with 4/5 of the amount charged for them.
3. Payment is due immediately and in full after the invoice is received unless otherwise agreed or different payment terms were shown on the invoice.

F. Reservation of title

1. The delivered goods will remain the property of Lausitz Elaste until all their claims against the Customer have been satisfied, even if the individual goods have been paid for.
2. The Customer may sell the goods subject to a retention of title to nonparties during the normal course of business if it is ensured that the payment will be made to Lausitz Elaste and ownership will not be transferred to the nonparty until the nonparty has met its payment obligations.
3. The Customer itself may resell under reservation of title without the retained title being transferred to the nonparty thereby.
4. If the Customer processes or re-forms the goods subject to a retention of title, this will be deemed to have been performed exclusively on behalf and in the interests of Lausitz Elaste.
5. The Customer shall assign to Lausitz Elaste the Customer's claims arising from the resale of the goods subject to a retention of title whether or not they are resold by one or more buyers by means of processing, combining, or mixing. If the assigned claim is included in a current invoice, the agreed assignment refers to the claims arising from the current account.

6. The Customer may pledge the goods subject to a retention of title or transfer them by way of security only with the consent of Lausitz Elaste. The Customer shall notify Lausitz Elaste without undue delay if any attachments, seizures, or other disposals or interventions are made by nonparties.

C. Protection of intellectual property

1. The work results of Lausitz Elaste, such as drawings and drafts, remain their intellectual property.
2. The Customer shall not forward them, transfer them, or the like, except with the consent of Lausitz Elaste.
3. If the Customer hands over drawings, models, templates, or the like, the Customer shall ensure that no rights of nonparties are breached.
4. If any nonparties invoke proprietary rights toward Lausitz Elaste, including without limitation copyright, patent rights, or trademark rights, Lausitz Elaste may discontinue its activity without being required to examine the legal situation. The Customer shall bear the burden of verifying the breach. Lausitz Elaste shall resume its activity for the Customer as soon as the breach has been legally refuted.
5. The Customer shall indemnify Lausitz Elaste from all nonparty claims based on a breach of proprietary rights.
6. If the order is not placed, all drawings and documents belonging to the offer must be returned to Lausitz Elaste.

D. Obligations to cooperate

The Customer shall transmit to Lausitz Elaste all the information Lausitz Elaste needs to perform the contract, including without limitation technical data, documents, and permits.

E. Warranty

1. The statutory warranty rights apply. These GTB neither exclude nor restrict any rights arising from a guarantee.
2. Lausitz Elaste may decide on the type of any supplementary performance owed.
3. The limitation period for claims for damages is 12 months. It begins when the Customer declares acceptance. If acceptance is delayed, the limitation period will begin when the acceptance period expires.
4. The Customer shall notify Lausitz Elaste in writing if any defects become evident. Statutory obligations to inspect the goods and give notice of defects remain unaffected.

F. Liability

1. Lausitz Elaste shall be liable without restriction for damage caused intentionally or with gross negligence; fraudulently concealed defects; and injury to life, limb, or health. Lausitz Elaste is not liable for other damage, particularly damage arising from negligence.
2. The Customer's claims for damages become time-barred after one year.

G. Final provisions

1. This agreement is governed by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
2. The forum is Rothenburg.
3. If the Customer's registered office is outside the Federal Republic of Germany, Lausitz Elaste may arrange for disputes to be decided in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce, Paris, to the exclusion of the ordinary courts.

H. Severability clause

Finding any provisions of these GTB to be ineffective or unenforceable, including after a contract has been formed, will not render the rest of the GTB ineffective. If such a provision is found, the parties shall replace it with an effective provision that comes as close as possible to the purpose and rationale of the ineffective provision while considering the principle of good faith.

Rothenburg, 30 August 2022